

General Instructions and Information for Filing an Arbitration Complaint or Response

1. An Arbitration Complaint must be filed with the Greater Boston Association of REALTORS® (a division of the Greater Boston Real Estate Board) within **180 days** after the closing of the transaction, if any, or within 180 days after the facts constituting the arbitrable matter could have been known in the exercise of reasonable diligence, whichever is later. **A complaint may be registered against a REALTOR® who is an individual, a firm, or both.**
2. Both the Request and the Response and Agreement to Arbitrate forms must be signed by the Designated REALTOR® (principal) of the firm or his/her designated representative. The designated representative must be a principal, partner, corporate officer or trustee of such firm or the individual responsible for the operation of the firm's real estate activity within the office involved in the particular dispute in order to act on behalf of such Designated REALTOR®. A client of a REALTOR® may also invoke the facilities of arbitration at the Board.
3. The Request and the Response and Agreement to Arbitrate forms must be signed and dated by the Complainant or Respondent, affirming that the information contained is true to the best of their knowledge, that the matter complained of is not the subject of civil litigation and must include a factual statement detailing the basis of the complaint. The statement should be signed and dated, also.
4. The Request and the Response must be typewritten and the Request and Agreement to Arbitrate and the Response and Agreement to Arbitrate forms must be signed and dated by the Complainant or Respondent. **The original Complaint and Response and one signed copy should be mailed or delivered to the Greater Boston Association of REALTORS®, 68 Main Street, Reading, MA 01867, Attention: Professional Standards Administrator.**
5. The Complainant and Respondent must each pay a **\$500 arbitration filing fee. The filing fee should accompany all Request and/or Response and Agreement to Arbitrate forms within the time frames provided.** The Board will not submit a Complaint to the Grievance Committee until such fee is received (which in any event must be within the 180-day period described in Item 1. above in order for the matter to be considered "timely filed"). Similarly, no Hearing will be scheduled until the Respondent has paid his/her filing fee. If the parties resolve their dispute through Mediation, \$400 will be refunded to the parties. If Mediation is unsuccessful, the entire \$500 fee will be retained by the Board to offset the cost of processing the Arbitration. Listing Brokers filing for Arbitration between two or more cooperating agents, who are seeking determination of which party to pay and are making no claim to an amount in dispute need not pay a filing fee (See Article 17-4 of the Code of Ethics).
6. The Grievance Committee may find that there is a basis for a Hearing and refer the matter to the Professional Standards Committee for hearing, or the Committee may dismiss the matter. In some cases the Committee may seek clarification from the parties before making a determination. Any party aggrieved by the decision of the Grievance Committee may file an

appeal with the President of the Greater Boston Association of REALTORS® within 20 days of notice of the decision.

7. Upon Receipt of a Notice of a Request for Response and Agreement to Arbitrate, the Respondent will have **15 (fifteen) days after receipt of a copy of the complaint to submit a reply**. Thereupon, if mediation has not yet been attempted on a voluntary basis, the complaint and reply will be sent to a mediation officer who will contact both parties and set a date for mediation. Under Board Rules, mediation is **mandatory** and must be attempted prior to a Hearing being scheduled. If the mediation is successful, the case will be closed. If the mediation is not successful, a hearing panel will be appointed and both parties will officially be notified **21 days in advance of the time and place of such hearing**. If no reply is received from the Respondent within fifteen days from the date that the complaint is transmitted (served), the hearing panel may set a date, time and place of hearing and the charges may be taken as true, by default.
8. All parties to the action may be represented by legal counsel. **Parties must provide written notice of their intention to be represented by counsel to the Board and all other parties no less than 15 days prior to the hearing. Such notice will include the name, address and telephone number of the attorney.** Failure to provide this notice may result in a continuance of the hearing, if the Hearing Panel determines that the rights of the other party/parties require representation
9. It is the responsibility of each party to arrange for witnesses to be present at the time and place designated for hearing. **Each party must provide a list of the names of witnesses he intends to call at the hearing to the Board and to all other parties not less than 15 days prior to the hearing.** Each party shall arrange for his witnesses to be present at the time and place designated for the hearing. Witnesses may attend the hearing for the purpose of testifying and cross examination only. Following their testimony and cross examination, witnesses are excused from the hearing.
10. An Official Notice of Hearing will contain the names of the members of the Tribunal who will hear the case and will be accompanied by an *Outline of Procedure*. Not less than ten (10) days prior to the date of hearing, either party may file a written request for disqualification of any member for any of the following reasons:
 - a. Is related by blood or marriage (to the fourth degree) to either the Complainant or Respondent.
 - b. Is an employer, partner or employee or in any way associated in business with either the Complainant or Respondent.
 - c. Is a party.
 - d. Knows of any reason acceptable to the Hearing Panel which may prevent him/her from rendering an impartial decision.

Although a hearing may proceed in the absence of a Respondent, no hearing will be held in the absence of a Complainant.

11. All correspondence, communication and proceedings are confidential. The parties shall not discuss the case with any member of the hearing panel or the Board of Directors at any time prior to announcement of a decision of the case.

12. The Complainant and Respondent will be given the opportunity to give opening and closing statements, testify, present evidence and witnesses and cross-examine witnesses. At the conclusion of the Hearing, the Panel will go into executive session and will award the amount in dispute to the prevailing party. Under Massachusetts law, the panel must award the full amount in dispute to one party only; i.e. the award may not be divided between or amongst parties. All Parties are notified when the decision of the Hearing Panel is final.

13. Within 30 (thirty) days of receipt of the Award of Arbitrators, the non-prevailing party either must pay the amount in dispute to the prevailing party or deposit the amount with the Board to be held during an application for procedural review. The non-prevailing party must file a request for procedural review within 20 days of receipt of the Award of Arbitrators. The procedural review must allege procedural deficiencies or other irregularities that constitute deprivation of due process such as fraud, coercion, bias, prejudice, evident partiality, etc.

Documentation to file with the Complaint or Response

It is common for Grievance Committee and Hearing Panel Members to request specific information as part of a complaint and response. Therefore, you are encouraged to include copies of the following documentation, if available:

Agency Disclosure forms	Offers to Purchase
Purchase and Sales Agreements	Deposit Checks
Show Slips	MLS Sheet
Phone Logs	Open House Logs

Please do not submit original documents to the Board as part of your Request or Response. Although Parties are encouraged to bring original documents to a Hearing for examination by the Hearing Panel, the Board will not accept liability for the safekeeping of any original document.